

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

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PROPOSED ATTORNEYS FOR DEBTOR

In re:

LTL MANAGEMENT, LLC,¹

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**ORDER AUTHORIZING RETENTION OF
KING & SPALDING LLP, EFFECTIVE AS OF APRIL 4, 2023**

The relief set forth on the following pages are hereby **ORDERED**.

¹ The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

Caption: Order Authorizing Retention of King & Spalding LLP, Effective as of April 4, 2023

Upon the application (the “Application”)² of LTL Management LLC (the “Debtor”) for authorization to retain King & Spalding LLP (“K&S”) as special counsel to the Debtor, effective as of April 4, 2023, it is hereby **ORDERED**:

1. The Application is GRANTED to the extent set forth below.
2. Pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, the Debtor is authorized to employ and retain K&S as its special counsel in the Chapter 11 Case, effective as of the Petition Date, April 4, 2023.
3. K&S shall file monthly, interim, and final fee requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in Sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Bankruptcy Rules, the Fee Guidelines, and any other applicable procedures and orders of this Court, including any order approving interim compensation procedures. The rights of any party in interest to object to any such fee request, and the right of K&S to respond to any such objection, are fully preserved.
4. If the professional requested a waiver as noted below, it is ☐ Granted ☐ Denied.

☐ Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.

☐ Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
5. K&S shall bill only 50% for its services for nonworking travel.
6. K&S shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of K&S’s fee applications in this case.

² Capitalized terms used herein but not otherwise defined have the meanings given to them in the Application.

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

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7. K&S will agree to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Fee Guidelines.
8. K&S will use the billing and expense categories set forth in the U.S. Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category").
9. K&S shall provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the U.S. Trustee.
10. All parties in interest shall have the right to object to any allocation of fees and expenses as between the Debtor and any non-Debtor affiliates.